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EXAMINER
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MOONEYHAM, JANICE A

ART UNIT	PAPER NUMBER
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3629

DATE MAILED: 08/11/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

<b>Office Action Summary</b>	<b>Application No.</b> 09/854,306	<b>Applicant(s)</b> YANG ET AL.	
	<b>Examiner</b> Janice A. Mooneyham	<b>Art Unit</b> 3629	

**-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --**

**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 13 June 2006.
- 2a) ☐ This action is **FINAL**.                      2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 1-142 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-142 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All    b) ☐ Some \*    c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

- |                                                                                                                        |                                                                                         |
|------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892)                                            | 4) <input type="checkbox"/> Interview Summary (PTO-413)<br>Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)                                   | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152)             |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)<br>Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____                                                |

### DETAILED ACTION

1. This is in response to the applicant's communication filed on June 13, 2006, wherein claims 1-142 are currently pending. Claims 1, 23, 56, 65, 72, 94, 127 and 136 have been amended.

#### ***Continued Examination Under 37 CFR 1.114***

2. A request for continued examination under 37 CFR 1.114, including the fee set forth in 37 CFR 1.17(e), was filed in this application after final rejection. Since this application is eligible for continued examination under 37 CFR 1.114, and the fee set forth in 37 CFR 1.17(e) has been timely paid, the finality of the previous Office action has been withdrawn pursuant to 37 CFR 1.114. Applicant's submission filed on June 13, 2006 has been entered.

#### ***Claim Rejections - 35 USC § 112***

3. Claims 1-142 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention.

Applicant has added limitations to the claims relating ***to a management system that is remote from said browser and is embodied in a machine and sending license terms from said management system over a network to a licensing host that (a) is remote from said management system, (b) communicates with said first***

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***set of software, and (c) enforces said license terms relative to said first set of software.***

***A management system is embodied in a machine that is separate from a machine on which the browser executes***

***Sending license terms from said management system over a network to a licensing host that (a) is embodied in a machine that is separate from a machine in which said management system is embodied***

Examiner has reviewed applicant's disclosure and submits that these added limitations find no support in the specification as currently written and is therefore directed to new matter.

The only disclosure of the browser in the applicant's specification is set forth below:

[0027] The client 106 is the entity that is used by a customer to interact with the management system 102. Using the client 106, the customer may interact with the management system 102, for example, ***to browse*** a list of software available for licensing, submit an inquiry for a quote on a particular set of software, submit a request to carry out a transaction under a contract, and manage and deploy licenses that have been obtained. For purposes of the present invention, the client 106 may be any entity capable of communicating with the management system 102 via network 104. In one embodiment, the management system 102 is implemented in an Internet environment. In such an implementation, ***the client 106 may be a computer running a standard browser program 150.***

As for the language describing the licensing host, the Examiner finds the following disclosure in the specification:

[0026] As shown, system 100 comprises a management system 102, a network 104, and a plurality of entities that invoke the functionality of the management system 102, ***including a client 106, a licensing host 108, and a software host 110.*** For the sake of simplicity, only one of each of these entities 106, 108,

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110 is shown in FIG. 1, but it should be noted that the management system 102 is capable of interacting with any number of invoking entities. From a functional point of view, **each of the entities 106, 108, 110 is a separate component; however, from a physical standpoint, the entities 106, 108, 110 maybe embodied on any combination of machines.** That is, all of the entities 106, 108, 110 may be embodied in the same machine, each entity may be embodied on a different machine, or some combination thereof.

[0028] Whereas the client 106 is used by a customer to select and license a set of software, the **licensing host 108 and the software host 110** are used by a user to actually run the software (note: the user and the customer may be the same person or they may be different people). In one embodiment, **the licensing host 108 runs a set of license management software 152.** As will be explained further in a later section, the license management software 152 ensures that the terms of a license, once it is obtained from the management system 102, are enforced. For example, the license management software 152 makes sure that the number of users using a set of licensed software does not exceed the number specified in a license.

The recited portions of the specification seem to suggest that the management system and the client 106, the licensing host 108, and the software host 110 are all part of a system 100 with the entities 106, 108, and 110 being separate components wherein the entities can be embodied in the same machine, on a different machine, or a combination thereof. These areas do not provide adequate support for the claim language that the management system is remote from the browser or that the licensing host is remote from the management system. Furthermore, although there is support for separate components in the system, wherein the components can be embodied in the same or different machines, the components and machines appear to still be part of the system 100, not separate or remote from the system.

***Claim Rejections - 35 USC § 102***

The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

4. Claims 1-17, 19, 22-49, 51, 55-64, 72-88, 90, 93-120, 122, and 126-135 are rejected under 35 U.S.C. 102(e) as being anticipated by Ginter et al (US 2004/0133793) (hereinafter referred to as Ginter).

Referring to Claims 1 and 72:

Ginter discloses a computer implemented method and medium for managing a contract ([0012] *under VDE, such an extended agreements may comprise an electronic contracts [0053]*), comprising:

receiving, over a network, from a browser ([1892] *browsing interface [2196]*), an inquiry regarding licensing of a first set of software under a particular contract [0007-0008] *Electronic content [0012] electronic contract, [0053] VDE can enable a very broad variety of electronically enforced commercial and societal agreements. These agreements can include electronically implemented contracts, licenses, laws, regulations, and tax collection; [0078-0081] Electronic content [0093], [0161-0162], Figures 72A-72D, [0137] content providers who employ the present invention may include software applications [0425] the "events" may include, for example, a request*

*to use content or generate a usage permission; a common example of this type of negotiation today is the purchase of software under the terms of a “shrink-wrap license”; [1947] an electronic contract is an electronic form of an agreement including rights, restrictions, and obligations of the parties to the agreement. In many cases, electronic agreements may surround the use of digitally provided content; for example, a license to view a digitally distributed movie);*

accessing information pertaining to the contract, the information comprising quota parameters which specifies a quota of resources that can be consumed under the contract (*Figure 2A Rules and controls, Figures 5A and 5B Permissions record (808) [0161-0162] parameters [0166] metering the number of copies, Figures 3 and 4, [0214],[0426-0433]*);

determining a first licensing (subsets or extended agreements) amount attributable to licensing the first set of software (*[0012][0405] how much it costs to use the content, [0410-0411] specify how much it costs[0426-0431], Figure 26A (944) number of rights record, Figure 50d (1718)*);

updating the quota parameter based, at least partially, upon the first licensing amount (*Figure 61 (2239) update Meter, [0393]*) ;

sending license terms over a network to a licensing host that communicates with the first set of software and enforces the license terms relative to the first set of software (*Figure 77, [0083] [0093] [0162-01634]*); and

allowing the first set of software to be used under the contract (*Figure 3 (402) GO, [0061-0062] distribution of permissions to use electronic information*).

Referring to Claims 23 and 94:

Ginter discloses a computer implemented method and medium for managing a contract ([0012] *under VDE, such an extended agreements may comprise an electronic contracts [0053]*)), comprising:

receiving, over a network from a browser ([1892] browsing interface [2196]), a first inquiry regarding licensing of a first set of software under a particular contract [0007-0008] *Electronic content [0012] electronic contract, [0053] VDE can enable a very broad variety of electronically enforced commercial and societal agreements. These agreements can include electronically implemented contracts, licenses, laws, regulations, and tax collection; [0078-0081] Electronic content [0093], [0161-0162], Figures 72A-72D, [0137] content providers who employ the present invention may include software applications [0425] the “events” may include, for example, a **request to use content or generate a usage permission**; a common example of this type of negotiation today is the purchase of software under the terms of a “shrink-wrap license”; [1947] an electronic contract is an electronic form of an agreement including rights, restrictions, and obligations of the parties to the agreement. In may cases, electronic agreements may surround the use of digitally provided content; for example, a license to view a digitally distributed movie);*

accessing information pertaining to the contract, the information comprising quota parameter which specifies a quota of resources that can be consumed under the contract, and one or more contract terms associated with the contract (*Figure 2A Rules and controls, Figures 5A and 5B **Permissions record** (808) [0161-0162]*



*parameters [0166] metering the number of copies, Figures 3 and 4, [0214],[0426-0433])*

determining a first licensing amount (subsets or extended agreements) attributable to licensing the first set of software, said licensing amount determined, at least partially, by applying one or more of the contract terms ([0012], [0174] VDE control information (including budgeting, pricing, and metering) can be configured so that it can specifically apply, as appropriate, to ad hoc selection of different, unanticipated variable user selected aggregations of information increments and pricing levels can be, at least in part, based on quantities and/or nature of mixed increment selections [0405] how much it costs to use the content, [0410-0411] specify how much it costs, [0426-0431]; Figure 26A (944) number of rights record; Figure 50d (1718; [2319-2321);

updating the quota parameter based, at least partially, upon the first licensing amount (Figure 61 (2239) update Meter, [0393]);

sending license terms over a network to a licensing host that communicates with the first set of software and enforces the license terms relative to the first set of software (Figure 77, [0083] [0093] [0162-01634); and

allowing the first set of software to be used under the contract ([0062] Figure 3 (402) GO).

Referring to Claims 56-64 and 127-135:

Ginter discloses a computer implemented method and medium for managing a contract ([0012] under VDE, such an extended agreements may comprise an electronic contracts [0053]), comprising:

receiving, from a browser ([1892] browsing interface [2196]), an inquiry regarding licensing of a first set of software under a particular contract [0007-0008] *Electronic content [0012] electronic contract, [0053] VDE can enable a very broad variety of electronically enforced commercial and societal agreements. These agreements can include electronically implemented contracts, licenses, laws, regulations, and tax collection; [0078-0081] Electronic content [0093], [0161-0162], Figures 72A-72D, [0137] content providers who employ the present invention may include software applications [0425] the "events" may include, for example, a **request to use content or generate a usage permission**; a common example of this type of negotiation today is the purchase of software under the terms of a "shrink-wrap license"; [1947] an electronic contract is an electronic form of an agreement including rights, restrictions, and obligations of the parties to the agreement. In many cases, electronic agreements may surround the use of digitally provided content; for example, a license to view a digitally distributed movie);*

accessing information pertaining to the contract, the information comprising quota parameters which specifies a quota of resources that can be consumed under the contract (Figure 2A *Rules and controls, Figures 5A and 5B **Permissions record** (808) [0161-0162] parameters [0166] metering the number of copies, Figures 3 and 4, [0214],[0426-0433]*); accessing one or more other sets of information pertaining to one or more other contracts related to the contract ([0012] and [0161-0162]), each of the other sets of information comprising one or more contract terms associated with one of the contracts (Figures 3-4, [0061] [0077-0081];

processing the information in a particular order and searching as each set of information is processed to derive one or more applicable contract terms that apply to the inquiry by reconciling the information to extract one or more applicable contract terms and upon finding a contract term that applies, including the term as one or more applicable contract terms [0061- 0067] *a rights application under VDE is made up of special purpose pieces, each of which can correspond to one or more basic electronic processes needed for a rights protection environment. These **processes can be combined together like building blocks** to create electronic agreements that protect these rights, [0254] seniority of contributed control information [1209-1213] PERCs 808 are organized as a hierarchical structure, [0249-0255]).*

determining a first licensing amount attributable to licensing the first set of software, said licensing amount determined, at least partially, by applying one or more of the contract terms ([0012], [0405] *how much it costs to use the content, [0410-0411 specify how much it costs, [0426-0431]; Figures 3 and 4 Figure 26A (944) number of rights record; Figure 50d (1718))*);

updating the quota parameter based, at least partially, upon the first licensing amount (*Figure 61 (2239) update Meter, [0393]*);

sending license terms over a network to a licensing host that communicates with the first set of software and enforces the license terms relative to the first set of software (Figure 77, [0083] [0093] [0162-01634]; and

allowing the first set of software to be used under the contract ([0062] *Figure 3 (402) GO*).

Referring to Claims 2, 5-10, 24, 29-37, 73, 76-81, 95, and 100-108:

Ginter discloses a method and medium further comprising:

receiving a second inquiry regarding licensing a second set of software, or obtaining a service comprising technical support, or purchasing a product under the contract or a set of property comprising intellectual property or proprietary information ([0017] electronic information products [0025] electronic products [0046-0052] [0071] [0093] [0161-0162] [0174]);

determining a second licensing amount, service amount, purchasing amount attributable to licensing the second set of software, obtaining the services, purchasing the product, or licensing the property, by applying one or more contract terms ([0012], [0405] *how much it costs to use the content*, [0410-0411 *specify how much it costs*, [0426-0431]; *Figure 26A (944) number of rights record*; *Figure 50d (1718)*);

updating the quota parameter based, at least partially, upon the second licensing amount, service amount, purchasing amount (*Figure 61 (2239) update Meter*, [0393]);  
and

allowing the second set of software to be used under the contract, the service to be rendered, the product to be purchased, or the property used ([0062] *Figure 3 (402) GO*).

Referring to Claims 3, 25, 74, and 96:

Ginter discloses wherein the first set of software and the second set of software are different sets of software ([0012], [0061][0107] [0161], also see [2320]).

Referring to Claim 4, 26, 75, and 97:

The fact that the second set of software is an upgraded version of the first set of software is determined to be non-functional descriptive data since the method would be performed the same no matter whether the software was an upgrade or not. The type of software is not functionally interrelated with the steps of the invention and thus this descriptive material will not distinguish the claimed invention from the prior art in terms of patentability. See *In re Gulack*, 217 USPQ 401 (CAFC 1983), *In re Lowry*, 32 USPQ2d 1031 (CAFC 1994).

Referring to Claims 11, 41, 82, and 112:

Ginter discloses wherein updating the quota parameter comprises reducing the parameter by the first licensing amount (*Figures 3 and 4 Figure 61 (2239) update Meter, [0393], [0161]*).

Referring to Claims 27-28 and 98-99:

Ginter discloses wherein the one or more contract terms applied to determine the first licensing amount are the same as/different from the one or more contract terms applied to determine the second licensing amount (*[0061- 0067] a rights application under VDE is made up of special purpose pieces, each of which can correspond to one or more basic electronic processes needed for a rights protection environment. These processes can be combined together like building blocks to create electronic agreements that protect these rights, [0254] seniority of contributed control information [1209-1213] [0161-0163] agreement may also result from an automated electronic process during which terms and conditions are "evaluated" by certain VDE participant*

*control information that accesses whether certain other electronic terms and conditions attached to content and/or submitted by another party are acceptable; such an evaluation process may be quite simple, for example a comparison to ensure compatibility [0161] VDEF capabilities “evolve” to reflect the requirements of one or more successive parties; [0163] VDE participants directly, through a user interface means, resolve “disagreements” between control information [0164] another party (other than the first applier of rules), perhaps through a negotiation process, accepts, and or adds to and/or modifies, “in place” content control information, a VDE agreement between two or more parties related to the use of such electronic content by be created [0249] the control information can determine for example how and/or to whom electronic content can be provided).*

Referring to Claims 12-16, 42-46, 48, 83-87, 113-117, and 119:

Ginter discloses wherein the first inquiry specifies one or more additional inquiry parameters and wherein the amount is determined based, at least partially, upon at least one of the additional inquiry parameters (*[0214] flexible metering, enables such flexibility of metering control mechanisms to accommodate different parameters [0055] [0108] allows electronic commerce participants to freely stipulate their business requirements and trade-offs*) wherein the parameter is specified by the sender of the inquiry and wherein the one or more parameters comprises indicating a desired amount of time or duration of the license, how many users may concurrently use the software, how many copies of the software are desired (*[0111] VDE can further be used to enable*

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*commercially provided electronic content to be made available to users in user defined portions).*

Referring to Claims 17, 49, 88, and 120:

Ginter discloses granting a license to use the item for a period of time (Figure 26A Expiration date/time for this record (932) [0189], [0190], [0196-0197], [216]).

Referring to Claims 19, 51, 90, and 122:

Ginter discloses disallowing use of the item under the contract (*Figure 3 (402) NO GO*).

Referring to Claims 22, 55, 93 and 126:

Ginter discloses receiving a request to deploy the software and deploying the software to a host specified by a sender ([0032-0035], [0061-0062]).

Referring to Claims 38-40, and 109-111:

Ginter discloses wherein the one or more contract terms comprise an uplift, a discount or a multiplier ([0174] discounted by 15% [0186-0190] pricing discounts).

Referring to Claims 47 and 118:

Ginter discloses wherein the first inquiry specifies a set of inquiry parameters, which include a reference to the first set of software and one or more additional inquiry parameters, and wherein determining the licensing amount comprises determining, based at least partially upon one or more of the inquiry parameters which of said one or more contract terms to apply to the first inquiry (*[0061- 0067] a rights application under VDE is made up of special purpose pieces, each of which can correspond to one or more basic electronic processes needed for a rights protection environment. These*

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*processes can be combined together like building blocks to create electronic agreements that protect these rights, [0254] seniority of contributed control information [1209-1213] [0161-0163] agreement may also result from an automated electronic process during which terms and conditions are "evaluated" by certain VDE participant control information that accesses whether certain other electronic terms and conditions attached to content and/or submitted by another party are acceptable; such an evaluation process may be quite simple, for example a comparison to ensure compatibility [0161] VDEF capabilities "evolve" to reflect the requirements of one or more successive parties; [0163] VDE participants directly, through a user interface means, resolve "disagreements" between control information [0164] another party (other than the first applier of rules), perhaps through a negotiation process, accepts, and or adds to and/or modifies, "in place" content control information, a VDE agreement between two or more parties related to the use of such electronic content by be created [0249] the control information can determine for example how and/or to whom electronic content can be provided)*

### **Claim Rejections - 35 USC § 103**

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.



5. Claims 18, 20-21, 50, 52-54, 65-71, 89, 91-92, 121, 123-125 and 136-142 are rejected under 35 U.S.C. 103(a) as being unpatentable over Ginter.

Referring to Claims 18, 20-21, 50, 52-54, 65-71, 89, 91-92, 121, 123-125 and 136-142:

Ginter discloses a computer-implemented method and medium for managing a contract ([0012] electronic contract), comprising:

receiving, over a network, from a browser ([1892] browsing interface [2196]), a communication [2196];

accessing information pertaining to the license, the information comprising a reference to a contract with one or more contract terms under which the license was granted, the contract having quota parameters associated therewith which specify a quota of resources that can be consumed under the contract; the information to the license further comprising a licensing amount attributable to the licensing of the software ([0007-0008] *Electronic content [0012] electronic contract, [0053] VDE can enable a very broad variety of electronically enforced commercial and societal agreements. These agreements can include electronically implemented contracts, licenses, laws, regulations, and tax collection; [0078-0081] Electronic content [0093], [0161-0162], Figures 72A-72D, [0137] content providers who employ the present invention may include software applications [0425] the "events" may include, for example, a **request to use content or generate a usage permission**; a common example of this type of negotiation today is the purchase of software under the terms of a "shrink-wrap license"; [1947] an electronic contract is an electronic form of an*

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*agreement including rights, restrictions, and obligations of the parties to the agreement. In may cases, electronic agreements may surround the use of digitally provided content; for example, a license to view a digitally distributed movie).*

determining a first licensing (subsets or extended agreements) amount attributable to licensing the first set of software ([0012][0405] *how much it costs to use the content, [0410-0411] specify how much it costs[0426-0431], Figure 26A (944) number of rights record, Figure 50d (1718))*;

sending license terms over a network to a licensing host that communicates with the first set of software and enforces the license terms relative to the first set of software (Figure 77, [0083] [0093] [0162-01634]); and

Ginter discloses usage auditing, reporting, and payment [0078]. Ginter does not disclose receiving a request to terminate a license, determining a refund amount and updating the quota parameter based upon the refund.

However, customer service is a key factor in the success of any business. One way to keep customers satisfied to provide refunds for unused portions or providing credits for the unused portion. This practice of giving a customer a refund for unused portions is an old and well established business practice, for example, when a customer is dissatisfied with the product and wants to return the product. The practice is designed to keep customers returning for services.

Therefore, it would have been obvious to one of ordinary skill in the art to incorporate into the contract management method and medium disclosed in Ginter a refund mechanism since it makes good business sense to provide a credit for unused

portions so as to maintain customer satisfaction and loyalty, thus generating return business.

### ***Response to Arguments***

6. Applicant's arguments filed June 13, 2006 have been fully considered but they are not persuasive.

The applicant states that Ginter does not disclose, teach, or suggest receiving information over a network browser. The applicant states that a search for the word "browser" in the complete text of Ginter yields no results.

The Examiner notes that Ginter does disclose a browser and has set forth the portions of the specification wherein applicant can find this disclosed in the rejection above.

Furthermore, the Examiner notes that the applicant's search would be facilitated by not searching for the exact word "browser". The Examiner suggests that by using the search term "brows" the applicant would then produce hits such as "browsing" or "browse".

As for applicant argues that even if it was well known for a business to give a customer a refund for an unused portion of an item, it is not well known or accepted practice to give a customer a refund after the customer requested the termination of a license for a set of software. The applicant then states that even present-day software companies will not give refunds and invites the Examiner to cite even one example.

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The applicant states that until such an example is provided, applicant's will continue to maintain that it would not have been obvious.

The Examiner will provide not only one example, but at least three examples or a refund after termination of a license for software.

1. EarthWeb provided ITKnowledge electronic book (ebook) services.

EarthWeb discloses that they will **fully reimburse** licensees for **unused portions** of the license.

2. US 2003/0040917 discloses that the browser application will allow listeners to listen to netcasts. In addition to single payments at the time of downloading, subscription arrangements may allow a predetermined number of downloads within a predetermined period of time (**with or without the possibility of refunds or rebates for unused opportunities** [paragraph [0122]]).

3. US 2003/0126033 discloses once software is returned, a value is put on the returned along with full refunds, partial refunds, or no refund [0193] [0282].

Even as far back as 1971, a subscription communication system discloses in patent number 3,751,670 (Grodner et al) discloses an economically sound basis for the broadcaster to discontinue charging fro the remainder of the program.

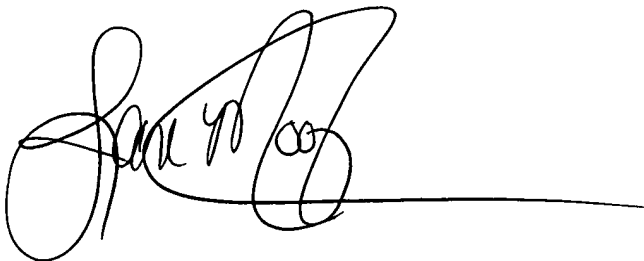
Thus, the Examiner has met the Examiner's burden for showing it is well known and accepted practice to give a customer a refund after termination of a license for a set of software.

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Any inquiry concerning this communication or earlier communications from the examiner should be directed to Janice A. Mooneyham whose telephone number is (571) 272-6805. The examiner can normally be reached on Monday through Thursday.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, John Weiss can be reached on (571) 272-6812. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

A handwritten signature in black ink, appearing to read 'Jan Mooneyham', with a long horizontal line extending to the right.

Jan Mooneyham  
Primary Patent Examiner  
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